

209638

## STATE OF SOUTH CAROLINA

## (Caption of Case)

Example: Application for a Class C Charter Certificate from  
John Doe dba Doe's Limo

Application of Mark I Moving & Storage, Inc. to  
amend current tariff.

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

## TRANSPORTATION COVER SHEET

DOCKET

NUMBER:

2021-137 T

~~2021-87~~ T

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: Thomas "Mark" Tucker

Telephone:

864-269-7659

Address: 121 McDougall Court

Fax:

Greenville, SC 29607

Other:

Email: mark.tucker@mark1moving.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

## NATURE OF ACTION (Check all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> Application - Class A/A Restricted   | <input type="checkbox"/> Request for Name Change on Certificate                   |
| <input type="checkbox"/> Application - Class C Taxi   | <input type="checkbox"/> Request to Amend Scope of Authority                      |
| <input type="checkbox"/> Application - Class C Charter  | <input checked="" type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application - Class C Charter Bus  | <input type="checkbox"/> Request to Amend Passenger Limit                         |
| <input type="checkbox"/> Application - Class C Non-Emergency  | <input type="checkbox"/> Request  |
| <input type="checkbox"/> Application - Class C Stretcher Van  | <input type="checkbox"/> Exhibit  |
| <input type="checkbox"/> Application - Class E Household Goods  | <input type="checkbox"/> Late-Filed Exhibit                                       |
| <input type="checkbox"/> Application - Class E Hazardous Waste  | <input type="checkbox"/> Letter   |
| <input type="checkbox"/> Application  | <input type="checkbox"/> Proposed Order   |
| <input type="checkbox"/> Request for Extension to Comply with Order   | <input type="checkbox"/> Publisher's Affidavit                                    |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded | <input type="checkbox"/> Reservation Letter                                       |
| <input type="checkbox"/> Request for Cancellation of Certificate  | <input type="checkbox"/> Response   |
| <input type="checkbox"/> Request for Suspension   | <input type="checkbox"/> Return to Petition                                       |
| <input type="checkbox"/> Request for Reinstatement  | <input type="checkbox"/> Other: _____   |

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.



Mark I Moving & Storage, Inc.  
121 McDougall Court  
Greenville, SC 29607  
864-269-7659

04/16/2021

To whom it concerns;

This letter is to confirm that Mark I Moving & Storage, Inc. has made a formal request to amend our current tariff that is on file with the South Carolina Public Service Commission and the South Carolina Office of Regulatory Staff.

I have listed the changes on the next page. Any items not discussed means there was no change.

Thank you,

Mark Tucker  
President

## Hourly Rates:

Category	Current	New Rate	Friday   Weekend   Holiday
1 Truck, 2 Men	\$105.00/Hr.	\$120.00/Hr.	\$130.00/Hr.
1 Truck, 3 Men	\$130.00/Hr.	\$155.00/Hr.	\$165.00/Hr.
1 Truck, 4 Men	\$150.00/Hr.	\$195.00/Hr.	\$205.00/Hr.
Additional Men (per man per Hour)	\$35.00/Hr.	No Change	\$40.00/Hr.
Extra Truck	\$35.00/Hr.	No Change	\$40.00/Hr.

## Minimum Charges:

- New Tariff: Three-hour minimum Monday-Thursday.
  1. Four-hour minimum on Friday-Sunday.
  2. Four-hour minimum on all holidays.
  3. Four-hour minimum on all days from May 1<sup>st</sup>-October 1<sup>st</sup>.

Time starts when the truck leaves our office and will end once the customer has agreed the move is completed. If the move is over 50 miles away the hourly rate will apply for the travel back. Return travel time will be based off the truck GPS.

- Gun Safes Revised: 300 pounds and under no upcharge. 301 pounds and above \$150.00, but Mark I Moving will reserve the right to move or not move safes over 300 pounds and up based on the location they are coming from or going to within the home. If needed Mark I Moving can setup a third-party provider to assist. Mark I Moving would have third party invoice customer.

## Section 2.9

Storage: Revised: \$175.00 for the first day per truck and \$225.00 per day after the first say per truck.

## Section 3.7(new)

## Valuation:

Shipper can now choose Full Replacement Value Protection (FRVP) at an additional cost.

The shipper must select the amount of coverage they would like with a minimum of \$6.00 multiplied by the weight of their shipment. They will then choose a deductible; \$0.00, \$250.00, \$500.00 or \$1,000.00.

The cost is calculated by the following:

Charge per \$100 of the valuation amount

That number would be multiplied by the following based to the deductible they choose:

\$0.00——\$0.95

\$250.00——\$0.85

\$500.00——\$0.75

\$1,000——\$0.65

Example: Shipper takes \$50,000.00 in valuation with a \$0.00 deductible the cost would be figured as follows:

50,000 divided by 100 equals 500. 500 multiplied by 0.95 equals 475.00. The total would be a charge of \$475.00.

The shipper may purchase up to \$75,000.00 in valuation.

Claims must be submitted within five days of the completion of the move.

Added wording regarding property damage claims and coverage limits.

Added wording to the Front Load Washer and other Appliances Section.

Included current BOL, if request is approved we will change the language on BOL from nine months to 5 days to file a claim.

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**

**Revised Rates**

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**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intra-state household goods moved by Mark I Moving & Storage, Inc. These services are furnished from and between Abbeville, Anderson, Edgefield, Greenville, Oconee, and Pickens counties to points and places within South Carolina.

**Mark I Moving & Storage, Inc.****South Carolina Household Goods Tariff****SECTION 1****1.0 Transportation Charges**

Transportation Charges include the hourly rate(s) as listed below plus a \$30.00 fuel surcharge, the fuel surcharge is per truck and per day.

**1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time and the \$30.00 fuel surcharge per truck per day. The clock starts at the appropriate hourly rate when the movers leave the Mark I Moving & Storage, Inc. office location, located at 121 McDougall Court, Greenville, SC 29607 and will end when the moving crew has finished unloading and setting up all items at the shipper's new home and the shipper has stated the move is complete. No charge for return travel back to the Mark I Moving & Storage, Inc.'s office, unless destination of the move is 50 miles or more from Mark I Moving & Storage's office. If over 50 miles, travel time will be added for the return trip at the proper hourly rate.

Category	Rate Per Hour	Friday   Saturday   Sunday Holiday
1 Truck and 2 Men	\$120.00	\$130.00
1 Truck and 3 Men	\$155.00	\$165.00
1 Truck and 4 Men	\$195.00	\$205.00
Additional Men (per man per hour)	\$35.00	\$40.00
Truck (per truck per hour)	\$35.00	\$40.00

**1.2 Office Hours | Minimum Hourly Charges:**

Mark I Moving & Storage, Inc. office will operate; Monday – Friday from 8:00am – 5:00pm.

Mark I Moving & Storage, Inc. office will operate; Saturdays from 9:00am – 1:00pm.

**May 1 – October 1:**

Four-Hour Minimum Charge Plus Fuel Surcharge

**October 2 – April 30:**

Three-Hour Minimum Charge Plus Fuel Surcharge

**Friday, Saturday & Sunday Year-Round:**

Four-Hour Minimum Charge Plus Fuel Surcharge

**Holidays: Labor Day, Memorial Day, 4<sup>th</sup> of July,**

**Thanksgiving, Christmas Eve & Day,**

**New Year's Day:**

Four- Hour Minimum Charge Plus Fuel Surcharge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment.



## **SECTION 2**

### **2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

#### **2.1 Bulky Article Charges (per item)**

- Pool Tables-Must be disassembled by shipper, or we will arrange a third party to dis/reassemble, and the actual third-party charges will be billed to the shipper. If dis/reassembled by shipper there will be no extra charge. Slate must be crated.
- Gun Safe/Cabinets – If under 300 pounds, no extra charge, 301 and are \$150.00 plus the appropriate hourly rate. Mark I Moving & Storage, Inc. will reserve the right to not move a safe that is over 300 pounds depending on where they are located and are going to within the home.
- Hot Tubs, Whirlpools - \$200.00 is shipper disconnects and reconnects. Mark I Moving & Storage will arrange third party if requested. Actual third-party fees will be added to shipper's final charges.
- Baby Grand Piano - \$100.00
- Grand Piano - \$150.00
- Golf Cart - \$100.00

#### **2.2 Elevator or Stair Carry**

Mark I Moving & Storage, Inc. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

#### **2.3 Excessive Distance or Long Carry Charges**

Mark I Moving & Storage, Inc. does not charge an additional fee for carrying articles an excessive distance from the moving van.

#### **2.4 Pick Up and Delivery**

Mark I Moving & Storage, Inc. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.5 Packing and Unpacking**

**2.5.1** Mark I Moving & Storage, Inc. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

**2.5.2** Mark I Moving & Storage, Inc. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Mark I Moving & Storage, Inc. reserves the right to decline moving items packed incorrectly or items fragile items.

**2.6 Front Load Washers and other Appliances:**

Mark I Moving will, at the shipper's expense, arraign a third-party service provider to prepare front load washers for shipping by installing the locking kit, or the shipper can prepare on their own. If a shipper request to move a front load washer without the locking kit, Mark I Moving will not be held responsible for any damage to the washer. Mark I Moving does not service any appliances. Examples: we do not disconnect or reconnect washers, dryers, or ice makers. We do not remove or replace refrigerator or freezer doors.

**2.7 Articles, Special Servicing**

Mark I Moving will not be held responsible for any damage to particle board furniture.

The rates do not include disassembly or reassembly of items that require special attention or crating such as grandfather clocks, pool tables, etc.

Mark I Moving & Storage only disassembles and reassembles basic items, such as beds, dresser mirrors, etc. Items beyond that would need to be disassembled, reassembled, or disconnected and reconnected by the shipper or Mark I Moving & Storage will arrange third party service to handle those items. The third-party fees will be charged to the shipper.

**2.8 Waiting Time:**

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of Mark I Moving & Storage, Inc.

**2.9 Storage**

The fee for storing items on the moving van will be \$175.00 for one day per each truck. If additional storage is needed the rate will be \$225.00 for each day per each truck needed. Up to four (4) days. After four days Mark I Moving will place items into Mark I Moving's warehouse. The rate for moving into the warehouse will be the same hourly rate as in section 1.1. The move from storage will also be billed the same as section 1.1. All items will be vaulted and safely secured. The shipper will incur a monthly storage bill based upon racked items as well as vaults used. A move into storage, and then out of storage will be handled and billed as two separate moves.

**SECTION 3****3.0 RULES AND REGULATIONS****3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading. The basic valuation will be \$0.60 per pound per article. This is provided to the shipper at no cost.
- 3.1.2** Claimant must immediately notify carrier of all claims for concealed damage. Mark I Moving & Storage, Inc. must be given reasonable opportunity to inspect damaged items in original packing.
- 3.1.3** Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, Mark I Moving & Storage, Inc. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Mark I Moving & Storage, Inc. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within five (5) days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4 Full Replacement Valuation Protection (FRVP)** is available at an extra charge. The charges for these options are based on either \$6.00 multiplied by the estimated shipment weight or at a value determined by the shipper as well as the chosen deductible. Shipper may choose between the following deductibles: \$0.00, \$250.00, \$500.00, and \$1,000.00. Prices are broken down as follows:  
 Charges are \$100.00 per the valuation chosen.  
 \$0.00-----\$0.95 per \$100.00  
 \$250.00----\$0.85 per \$100.00  
 \$500.00----\$0.75 per \$100.00  
 \$1,000.00---\$0.65 per \$100.00  
 Example Breakdown: \$50,000 in valuation divided by 100 equals 500. Would then multiply 500 times the deductible chosen, if a \$0.00 deductible were chosen the total cost for FRVP would be \$475.00.  
 Under this option Mark I Moving will pay our no more than \$500.00 on any property damage.

**3.2 Computing Charges**

Mark I Moving & Storage, Inc. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1. Plus, any additional charges for bulky items, packing or FRVP.

**3.3 Governing Publications**

Mark I Moving & Storage, Inc. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

**3.4 Items of Particular Value**

Mark I Moving & Storage, Inc. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Mark I Moving & Storage, Inc. will not accept responsibility for safe delivery of such articles if they come into Mark I Moving & Storage, Inc.'s possession with or without Mark I Moving & Storage, Inc.'s knowledge.

**3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Mark I Moving & Storage, Inc.'s Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.6 Delays**

Mark I Moving & Storage, Inc. shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

MARK I MOVING AND STORAGE, INC.,  
a corporation duly organized under the laws of the State of South Carolina on June 3rd, 2011, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
6th day of June, 2011.

  
Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

JUN 03 2011

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

ARTICLES OF INCORPORATION  
FOR A  
STATUTORY CLOSE CORPORATION

Thomas Mark Tucker  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is Mark I Moving and Storage, Inc.
2. This corporation is a statutory close corporation, pursuant to Chapter 18, Title 33 of the 1976 South Carolina Code of Laws, as amended.
3. The initial registered office of the corporation is 8 Cartee Avenue  
Street Address  
Greenville, Greenville County, SC 29605  
City County State Zip Code

and the initial registered agent at such address is Thomas Mark Tucker  
Print Name

I hereby consent to the appointment as registered agent of the corporation not required  
Agent's Signature

4. The corporation is authorized to issue shares of stock as follows. Complete "a" or "b", whichever is applicable:
- a. ☒ The corporation is authorized to issue a single class of shares, the total number of shares authorized is 100,000
- b. ☐ The corporation is authorized to issue more than one class of shares:

Class of Shares	Authorized No. of Each Class
_____	_____
_____	_____
_____	_____

If shares are divided into two or more classes or if any class of shares is divided into series within a class, the relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

5. The existence of the corporation shall begin as of the filing date with the Secretary of State unless a delayed date is indicated (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended) \_\_\_\_\_
6. Unless specified otherwise below, the transfer of shares of stock of the corporation shall be subject to the restrictions set out in Sections 33-18-110 through 33-18-130 of the 1976 South Carolina Code of Laws, as amended. Specify any variations in the statutory format in Sections 33-18-110 through 33-18-130.

110606-0022 FILED: 06/03/2011  
MARK I MOVING AND STORAGE, INC.  
Filing Fee: \$135.00 ORIG

Mark Hammond

South Carolina Secretary of State

HOUSEHOLD GOODS BILL OF LADING, FREIGHT BILL, STORAGE ORDER FORM AND/OR  
WAREHOUSE RECEIPT WHEN ACCOMPANIED WITH AN INVENTORY

Mark 1 Moving

Pack Dates:  
Load Dates: 4/19/2021 - 4/19/2021  
Delivery Dates: 4/19/2021 - 4/19/2021

FROM	Shipper	William S. Rouse	TO	Shipper	William S. Rouse
	Address	104 La Von Lane		Address	422 Spring Cove Way
	Address 2			Address 2	
	City, State	Easley, SC 29642		City, State	Simmons, GA 30082
	E-Mail	ehouse1@charter.net		E-Mail	ehouse1@charter.net
	Phone 1	(803) 666-0370		Phone 1	
	Phone 2			Phone 2	

Billing Info:	Extra Stop 1:	Extra Stop 2:	Move Instructions:
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Helpers	Packers	Drivers
Lot No.	Tariff 9666A	Effective Date 04/14/2021

WEIGHT RECORD		CONTAINER CHARGES			
	lbs.	Description	Qty	Cost Ea.	Total
Gross		1.5		\$2.50	
Tare		3.0		\$3.65	
Net Weight		4.5		\$5.30	
X Shipper's / depositor's Signature		6.0		\$5.25	
TIME RECORD		6.5		\$0.00	
		Book Carton		\$2.50	
		Crib Matt.		\$7.75	
		Dbl. Matt.		\$9.00	
		Dish Pack		\$7.75	
		GF Clock Carton		\$0.00	
FIRST EST. OF CHARGES		Heavy Duty		\$0.00	
SECOND EST. OF CHARGES		K/Q Split		\$9.75	
X Shipper's / depositor's Signature		Lamp Crt.		\$0.00	
ORDER FOR STORAGE		Mirror Crt.		\$13.00	
		Other		\$0.00	
		Qn/Kn Matt.		\$12.00	
		Single Matt.		\$9.00	
		TV Carton		\$74.95	
		Wardrobe		\$12.00	
Valuation		TOTAL			

Unless the shipper/depositor expressly releases the shipment to a value of 60 cents per pound per article, the carrier's/warehouse operator's maximum liability for the loss and damage shall be either the lump sum value declared by the shipper/depositor or an amount equal to \$6.00 times the weight of the shipment in pounds, whichever is greater.

The shipment will move subject to the rules and conditions of the carrier's/warehouse operator's tariff. Shipper/Depositor hereby releases the entire shipment to a value not exceeding:

\$ 0.60 per pound per article

(to be completed by person signing below)

Notice: The shipper/depositor signing this contract must insert in the space of his declaration of the actual value of the shipment, or the words 60 cents per pound per article. Otherwise the shipment will be deemed released to a maximum value equal to \$6.00 times the weight of the shipment in pounds.

X

Shipper's / depositor's Signature

Date

REMARKS:

ORDER FOR SERVICE/STORAGE		TOTAL	
ESTIMATED WEIGHT 6800	MILES 10		
Transportation: 4 Mover(s) 1 Van(s) 7.00 Hour(s) / Travel Hour(s) 1.25 / Rate \$150.00			
Fuel Surcharge			
Released Valuation / Coverage Per Lb: \$0.60			
		Total	
		Paid on Account	
		COLLECT	

Charge ☐

Prepaid ☐

C.O.D. ☐



# HOUSEHOLD GOODS BILL OF LADING, FREIGHT BILL, STORAGE ORDER FORM AND/OR WAREHOUSE RECEIPT WHEN ACCOMPANIED WITH AN INVENTORY

Mark 1 Moving

 Pack Dates:  
 Load Dates: 4/19/2021 - 4/19/2021  
 Delivery Dates: 4/19/2021 - 4/19/2021

SHIPMENT RECEIVED IN GOOD ORDER, SERVICES SHOWN WERE PERFORMED SATISFACTORILY

Signed X

## NOTICE TO SHIPPER DEPOSITOR: PLEASE READ ALL TERMS AND CONDITIONS PRINTED OR STAMPED

Shipment is subject to all rules, regulations, rates and charges in Mark 1 Moving 9666A tariff. All charges are payable to the driver unless credit is previously approved by the carrier/warehouse operator.

**ALL CHARGES WILL BE AUDITED, AND IF NECESSARY, CORRECTED BY REFUND OR ADDITIONAL BILLING. SEE REVERSE SIDE FOR CONTRACT TERMS & CONDITION, DEFINITIONS & ABBREVIATIONS**

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

• (b) No carrier or party in possession of all or any of the property, herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of places of furniture, crates, bundles, cartons, boxes, barrels, or other containers unless such containers are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway-bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within ninety days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburses the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading. If disposition be not arranged for, and shall have published notice containing a description of the property, the same name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property. If proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of owner before loading. Where the carrier is directed to unload or deliver property (or render any service at) the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges occurring on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor, stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such 'charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles shipped. Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

**Mark I Moving & Storage, Inc.**

Order Number: \_\_\_\_\_

**Property Damage Report**

The purpose of this form is to document damage to the home, office or other physical structure during your walk through prior to loading at origin and unloading at destination. The owner or customer authorized representative should note any new damage after origin loading and destination unloading. Damage notations should be signed by both parties prior to entering and leaving at origin and/or destination.

Name: _____	Name: _____
Origin Address: _____	Destination Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

Area	Exceptions Prior to Origin Loading	Exceptions After Origin Loading	Area	Exceptions Prior to Destination Unloading	Exceptions After Destination Unloading
Walls			Walls		
Floors			Floors		
Door Frames			Door Frames		
Ceiling Fixtures			Ceiling Fixtures		
Hallways			Hallways		
Stairway-Railings			Stairway-Railings		
Driveway-Yard			Driveway-Yard		
Other			Other		

Customer Signature/Date:	Customer Signature/Date:	Customer Signature/Date:	Customer Signature/Date:
Carrier Rep. Signature/Date:	Carrier Rep. Signature/Date:	Carrier Rep. Signature/Date:	Carrier Rep. Signature/Date:

**Particle Board Furniture/Front Load Washers**

Dear Customer:

***Information Regarding Particle Board or Ready to Assemble Furniture***

Most manufactures of this type of furniture suggest these items should not be moved once they are assembled. They are made to be assembled just once and are not made to withstand the rigors of transportation. Due to this fact, such furniture is more susceptible to damage, regardless of how much care is taken in the transportation of the item.

Because of this, we ask you to choose one of the following options:

- ☐ I will not include these items in the shipment
- ☐ I include these items, but understand Mark I Moving will not be responsible for any damage due to the inherent weakness built into this type of furniture.
- ☐ I will disassemble the particular items, either personally or through a third party, prior to loading.

Please select your choice and sign your name on the line below.

***Information Regarding Front Load Washers***

- ☐ I am including in my shipment a front load washer without locking bolts installed to secure the washer drum. I understand that Mark I Moving will not be responsible for any damage resulting from the lack thereof.

Thank you for your cooperation and understanding.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_